



A Citizens Communications Company

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Date 2-5-04

February 4, 2004

The Honorable Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Chairman Tate

04-00038

RE: Interconnection Amendment – Frontier & Cingular

Enclosed for TRA approval are an original and 14 copies of Amendment Two to an Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and BellSouth Personal Communications LLC d/b/a Cingular Wireless. The original agreement was approved under TRA docket number 02-1317 and Amendment One under docket 03-0513.

A check for fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the additional copy and return it in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,

J. Michael Swatts, Director
State Government Affairs

Enclosures

AMENDMENT TWO TO THE INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT FOR CELLULAR AND OTHER 2-WAY RADIO SERVICES

This Amendment Two to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services ("Agreement") between those divisions and/or subsidiaries of Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee, LLC (referred to as "Citizens") and BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Carrier") is made on this 30th day of September, 2003. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on October 16, 2002 and approved by the Tennessee Regulatory Authority on March 20, 2003.

Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Amend existing Agreement to include the Sharon, Tennessee End Office CLLI Code and Carrier POI in the Type 2B - Service Attachment.
2. Amend existing Agreement to include the Dresden, Tennessee End Office CLLI Code and Carrier POI in the Type 2B - Service Attachment.

All other terms and conditions of the Agreement will remain in full force and effect.

BellSouth Personal Communications, LLC
d/b/a Cingular Wireless

By Michael F. VanWeelden
Typed Michael F VanWeelden
Title Director Wholesale Services
Date 12/9/03

For Citizens Telecommunications Company of
Tennessee LLC d/b/a Frontier Communications
of Tennessee, LLC

By Leslie T. Wells
Typed LESLIE T. Wells
Title RVP. EXT
Date Jan 6/2004

OK SR
11/18

OK,
COM

SERVICE ATTACHMENT – TYPE 2B

Section 1 - Description

Citizens' interconnection location Sharon, TN

Point of Interconnection (POI) SHRNTNXADS0

NPA 731 NXX 456

Carrier's interconnection location Sharon, TN

OCN 6219

Point of Interconnection (POI) Sharon, TN SHRNTNXA3MD via
Two-Way Trunk Group(s)

NPA * NXX *

* To be determined and provided to Citizens prior to the ordering of interconnecting facilities and the commencement of service

Effective Date First Business Day After State Approval

Legal Entities Southwestern Bell Mobile Systems, LLC dba Cingular Wireless

Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC

Section 2 - Usage Sensitive Charges

2 1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between
The Parties

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that constitute Local Traffic at the Point of Interconnection subject to the routing of and arrangement for calls in Section 2 2 of this service attachment The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Citizens Exchange Area and originates within the MTA All other traffic is subject to access rates

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of Local Traffic interchanged between them

Section 2 2

Mobile-to-Land rate (Terminating) per minute*

\$0 0112

Land-to-Mobile rate (Carrier charges Citizens) per minute

\$0 0112

Wireline to Wireline (Land to Land)

Bill and Keep

InterMTA**

Access rates apply

If the ratio of Mobile-to-Land minutes of use divided by Land-to-Mobile minutes of use is less than 1 0 in any given month, then traffic in that month will be exchanged on a Bill-and-Keep basis

*limited in application to calls originating on Carrier's system within its
Service Area and terminating at a point in a Citizens exchange area
within the MTA

****applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within Service Area**
For this agreement the parties agree that no InterMTA traffic will be exchanged over the facilities

Land to Mobile calls originated by Citizens subscriber (All calls are defined by NXX of calling and called Parties)

- a) Local calls as defined by Citizens tariff within Citizens ILEC territory - reciprocal compensation applies
- b) EAS calls - reciprocal compensation applies
- c) Where call is handled by a presubscribed carrier - calls will be routed to the appropriate carrier and reciprocal compensation would not apply

Mobile to Land calls originated by Cingular Wireless, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties)

- a) Local calls within Citizens territory - reciprocal compensation applies
- b) EAS calls - reciprocal compensation applies
- c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies
- d) Exchange Access Traffic will be sent over separate trunk groups which will be subject to access charges, or will be sent via inter-exchange carrier

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection and any Carrier facilities or locations within Citizens Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff. The rates for such facilities are subject to change during the term of this Agreement.

Section 4 – Traffic Factors

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%

SERVICE ATTACHMENT – TYPE 2B

Section 1 - Description

Citizens' interconnection location Dresden, TN

Point of Interconnection (POI) DRSDTNXADS0

NPA 731 NXX 364

Carrier's interconnection location Dresden, TN

OCN 6219

Point of Interconnection (POI) Dresden, TN DRSDTNXA3MD via
Two-Way Trunk Group(s)

NPA * NXX *-

* To be determined and provided to Citizens prior to the ordering of interconnecting facilities and the commencement of service

Effective Date First Business Day After State Approval

Legal Entities Southwestern Bell Mobile Systems, LLC dba Cingular Wireless

Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC

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Mobile to Land calls originated by Cingular Wireless, where call terminates to Citizens subscriber (All calls are defined by NXX of calling and called Parties)

- a) Local calls within Citizens territory - reciprocal compensation applies
- b) EAS calls - reciprocal compensation applies
- c) All other intra-MTA calls terminating to Citizens subscriber - reciprocal compensation applies
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Section 4 – Traffic Factors

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%